

may exist, the more stringent shall apply. If there is a conflict between industry standards and Verizon's technical specifications, ***CLEC Acronym TXT*** and Verizon will make a good faith effort to resolve the difference. ***CLEC Acronym TXT*** designated facilities shall not physically, electronically or inductively interfere with the facilities of Verizon, other CLEC(s), tenant(s) or any other party. If such interference occurs, Verizon may take action as permitted under Section 1.8.

CLEC Acronym TXT equipment must conform to the same specific risk/safety/hazard standards which Verizon imposes on its own central office equipment as defined in Verizon's NEBS requirements RNSA-NEB-95-0003, Revision 10 or higher. ***CLEC Acronym TXT*** equipment is not required to meet the same performance and reliability standards as Verizon imposes on its own equipment as defined in Verizon's RNSA-NEB-95-0003, Revision 10 or higher. In addition, ***CLEC Acronym TXT*** may install equipment that has been deployed by Verizon for five (5) years or more with a proven safety record; however, this provision does not prohibit the installation of equipment less than five years old, provided the equipment meets the NEBS safety guidelines referenced in this section prior to the time of deployment. Verizon reserves the right to specify the type of cable, equipment and construction standards required in situations not otherwise covered in this Agreement. In such cases, Verizon will, at its discretion, furnish to ***CLEC Acronym TXT*** written material which will specify and explain the required construction.

1.3.7.4 Cable. ***CLEC Acronym TXT*** is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding and reduce the possibility of interference. ***CLEC Acronym TXT*** is responsible for providing fire retardant riser cable that meets Verizon standards. Verizon is responsible for placing ***CLEC Acronym TXT***'s fire retardant riser cable from the cable vault to the Collocation space. Verizon is responsible for installing ***CLEC Acronym TXT*** provided fiber optic cable in the cable space or conduit from the first manhole to the premises. This may be shared conduit with dedicated inner duct. If ***CLEC Acronym TXT*** provides its own fiber optic facility, then ***CLEC Acronym TXT*** shall be responsible for bringing its fiber optic cable to the Verizon premise manhole. ***CLEC Acronym TXT*** must leave sufficient cable length for Verizon to be able to fully extend such cable through to ***CLEC Acronym TXT***'s Collocation space.

1.3.7.5 Manhole/Splicing Restrictions. Verizon reserves the right to prohibit all equipment and facilities, other than fiber optic cable, in its manholes. ***CLEC Acronym TXT*** will not be permitted to splice fiber optic cable in the first manhole outside of the Verizon premise. Where ***CLEC Acronym

TXT*** is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by Verizon to be pulled through the Verizon premise to ***CLEC Acronym TXT***'s Collocation space. Verizon is responsible for installing a cable splice, if necessary, where ***CLEC Acronym TXT*** provided fiber optic cable meets Verizon standards within the Verizon premise cable vault or designated splicing chamber. Verizon will provide space and racking for the placement of an approved secured fire retardant splice enclosure.

1.3.7.6 Access Points and Restrictions. Points of interconnection and demarcation between ***CLEC Acronym TXT***'s facilities and Verizon's facilities will be designated by Verizon. This point(s) will be a direct connection(s) to ***CLEC Acronym TXT***'s network. Verizon shall have the right to require ***CLEC Acronym TXT*** to terminate Collocation facilities onto a Point of Termination (POT) Bay. ***CLEC Acronym TXT*** must tag all entrance facilities to indicate ownership. ***CLEC Acronym TXT*** will not be allowed access to Verizon's DSX line-ups, MDF or any other Verizon facility termination points. Only Verizon employees, agents or contractors will be allowed access to the MDF, DSX, or fiber distribution panel to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.

1.3.7.7 Staging Area. For caged and cageless Collocation arrangements, ***CLEC Acronym TXT*** shall have the right to use a designated staging area, a portion of the Verizon premise and loading areas, if available, on a temporary basis during ***CLEC Acronym TXT***'s equipment installation work in the Collocation space. ***CLEC Acronym TXT*** is responsible for protecting Verizon's equipment Verizon premise walls and flooring within the staging area and along the staging route. ***CLEC Acronym TXT*** will meet all Verizon fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to Verizon in an acceptable condition upon completion of the installation work. ***CLEC Acronym TXT*** may also utilize a staging trailer, which can be located on the exterior premises of Verizon premise. Verizon may assess ***CLEC Acronym TXT*** a market value lease rate for the area occupied by the trailer.

1.3.7.8 Testing. Upon installation of ***CLEC Acronym TXT***'s equipment, and with prior notice, Verizon and ***CLEC Acronym TXT*** will mutually agree to schedule a meeting prior to the turn-up phase of the equipment to ensure proper functionality between ***CLEC Acronym TXT***'s equipment and the connections to Verizon equipment. The time period for this to occur will correspond to Verizon's maintenance window installation requirements. It is solely the responsibility of ***CLEC Acronym TXT*** to provide their own monitor and test points, if required, for connection

directly to its terminal equipment. If ***CLEC Acronym TXT*** cannot attend the scheduled turn-up phase meeting for any reason, ***CLEC Acronym TXT*** must provide Verizon with seventy-two (72) hours advanced written notice prior to the scheduled meeting. If ***CLEC Acronym TXT*** fails to attend the scheduled meeting without the advanced written notification, Verizon reserves the right to charge ***CLEC Acronym TXT*** additional labor rates set forth in the Pricing Attachment for subsequent turn-up meetings with ***CLEC Acronym TXT*** which are required to complete the turn-up phase of the Collocation arrangement.

- 1.3.7.9 Interconnection Between Collocated Spaces. Dedicated Transit Service (DTS), which allows for interconnection between ***CLEC Acronym TXT*** and another CLEC, provides a dedicated electrical or optical path between Collocation arrangements (caged, cageless, and virtual) of the same or of two different CLECs within the same Verizon premises, using Verizon provided distribution facilities. DTS is available for DS0, DS1, DS3, and dark fiber cross connects. In addition, Verizon will also provide other technically feasible cross-connection arrangements, including lit fiber, on an Individual Case Basis (ICB) as requested by ***CLEC Acronym TXT*** and agreed to by Verizon. Verizon will offer DTS to ***CLEC Acronym TXT*** as long as such access is technically feasible.

DTS is only available when both Collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Verizon premises, provided that the collocated equipment is used for interconnection with Verizon and/or for access to the Verizon's unbundled network elements. Verizon shall provide such DTS connections from ***CLEC Acronym TXT***'s Collocation arrangement to another Collocation arrangement of ***CLEC Acronym TXT*** within the same Verizon premises, or to a Collocation arrangement of another CLEC in the same Verizon premises. DTS is provided at the same transmission level from ***CLEC Acronym TXT*** to another CLEC.

The DTS arrangement requires ***CLEC Acronym TXT*** to provide cable assignment information for itself as well as for the other CLEC. Verizon will not make cable assignments for DTS. ***CLEC Acronym TXT*** is responsible for all DTS ordering, bill payment, disconnect orders and maintenance transactions and is the customer of record. When initiating a DTS request, ***CLEC Acronym TXT*** must submit an Access Service Request (ASR) and a letter of agency from the CLEC it is connecting to that authorizes the DTS connection and facility assignment. DTS is provided on a negotiated interval with ***CLEC Acronym TXT***.

- 1.3.7.10 Optical Facility Terminations. If ***CLEC Acronym TXT*** requests access to unbundled dark fiber interoffice facilities, ***CLEC Acronym TXT*** may apply for a fiber optic

patchcord connection(s) between Verizon's fiber distribution panel (FDP) and ***CLEC Acronym TXT***'s collocated transmission equipment and facilities. The fiber optic patchcord cross connect is limited in use solely in conjunction with access to unbundled dark fiber and Dedicated Transit Service.

- 1.3.7.11 Non-Compliant Installations and Operations. If at any time Verizon reasonably determines that either ***CLEC Acronym TXT***'s Collocation equipment or it's engineering and installation do not meet the requirements outlined in this Attachment, ***CLEC Acronym TXT*** will be responsible for the costs associated with the removal of equipment or modification of the equipment or engineering and installation to render it compliant. If ***CLEC Acronym TXT*** fails to correct any non-compliance with these standards within thirty (30) days' written notice to ***CLEC Acronym TXT***, Verizon may have the equipment removed or the condition corrected at ***CLEC Acronym TXT*** expense. If, during the installation phase, Verizon reasonably determines that any ***CLEC Acronym TXT*** designated equipment is unsafe, non-standard or in violation of any applicable fire, environmental, security, or other laws or regulations, Verizon has the right to immediately stop the work until the problem is corrected to Verizon's satisfaction. However, when any of the above conditions poses an immediate threat to the safety of Verizon employees, interferes with the performance of Verizon's service obligations, or poses an immediate threat to the physical integrity of the overhead superstructure or any other facilities of Verizon, Verizon may perform such work and/or take such action that Verizon deems necessary without prior notice to ***CLEC Acronym TXT***. The reasonable cost of said work and/or actions shall be borne by ***CLEC Acronym TXT***. Verizon reserves the right to remove products, facilities and equipment from its list of approved products upon ninety (90) days' notice to ***CLEC Acronym TXT*** if such products, facilities and equipment are determined to be no longer compliant with NEBS safety standards. If ***CLEC Acronym TXT*** equipment poses an immediate safety threat, ***CLEC Acronym TXT*** shall remove the equipment immediately.

- 1.3.8 Access to Collocation Space. Verizon will permit ***CLEC Acronym TXT***'s employees, agents, and contractors approved by Verizon to have direct access to ***CLEC Acronym TXT***'s caged and cageless Collocation equipment twenty-four (24) hours a day, seven (7) days a week and reasonable access to Verizon's restroom and parking facilities. ***CLEC Acronym TXT***'s employees, agents, or contractors must comply with the policies and practices of Verizon pertaining to fire, safety, and security. Verizon reserves the right, with twenty-four (24) hours prior notice to ***CLEC Acronym TXT***, to access ***CLEC Acronym TXT***'s collocated partitioned space to perform periodic inspections to ensure compliance with Verizon installation, safety and security practices. Where ***CLEC Acronym TXT*** shares a common entrance to the Verizon premise with

Verizon, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. However, Verizon reserves the right to permanently remove and/or deny access from Verizon premises, any ***CLEC Acronym TXT*** employee, agent, or contractor who violates Verizon's policies, work rules, or business conduct standards, or otherwise poses a security risk to Verizon.

- 1.3.9 Network Outage, Damage and Reporting. ***CLEC Acronym TXT*** shall be responsible for: (a) any damage or network outage occurring as a result of ***CLEC Acronym TXT*** owned or ***CLEC Acronym TXT*** designated termination equipment in Verizon premise; (b) providing trouble report status when requested; (c) providing a contact number that is readily accessible twenty-four (24) hours a day, seven (7) days a week; (d) notifying Verizon of significant outages which could impact or degrade Verizon's switches and services and provide estimated clearing time for restoral; and (e) testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to ***CLEC Acronym TXT*** service.

Verizon will make every effort to contact ***CLEC Acronym TXT*** in the event ***CLEC Acronym TXT*** equipment disrupts the network. If Verizon is unable to make contact with ***CLEC Acronym TXT***, Verizon shall temporarily disconnect ***CLEC Acronym TXT***'s service, as provided in Section 1.3.11.

1.3.10 Security Requirements.

- 1.3.10.1 Security Measures. ***CLEC Acronym TXT*** agrees that its employees/vendors with access to Verizon premise shall at all times adhere to the rules of conduct established by Verizon for the Verizon premises and Verizon's personnel and vendors. Verizon reserves the right to make changes to such procedures and rules to preserve the integrity and operation of Verizon's network or facilities or to comply with applicable laws and regulations. Verizon will provide ***CLEC Acronym TXT*** with written notice of such changes. Where applicable, Verizon will provide information to ***CLEC Acronym TXT*** on the specific type of security training required so ***CLEC Acronym TXT***'s employees can complete such training.

CLEC Acronym TXT will maintain with Verizon a list of all ***CLEC Acronym TXT*** employees who are currently authorized by ***CLEC Acronym TXT*** to access its caged and cageless Collocation space and will include social security numbers of all such individuals. ***CLEC Acronym TXT*** will also maintain with Verizon a list of its collocated-approved vendors and their social security numbers who request access to caged and cageless Collocation space. Only those individuals approved by Verizon will be allowed access to Verizon premises and caged and cageless Collocation space. Where required by agencies of federal, state, or local government, only individuals that are U.S. citizens will be granted access. All ***CLEC Acronym TXT*** personnel must obtain and prominently display a

valid non-employee Verizon identification card. Former employees of Verizon will be given access to Verizon premises by ***CLEC Acronym TXT*** in accordance with the Verizon's normal security procedures applicable to any Vendor(s) or Contractor(s) on Verizon's premises. Verizon reserves the right to revoke any identification badge and/or access card of any ***CLEC Acronym TXT*** employee or agent found in violations of the terms and conditions set forth herein.

CLEC Acronym TXT must follow Verizon's security guidelines, which are published on Verizon's web site. Verizon may suspend a ***CLEC Acronym TXT*** employee or agent from Verizon's premises if his/her actions materially affect the safety and/or integrity of Verizon's network or the safety of Verizon or other ***CLEC Acronym TXT*** employees/agents. Unless ***CLEC Acronym TXT*** employee or agent poses an immediate threat to Verizon or other CLECs, Verizon will provide ***CLEC Acronym TXT*** with a written explanation of violations committed by the ***CLEC Acronym TXT*** employee or agent four (4) Business Days prior to suspending ***CLEC Acronym TXT*** employee or agent from Verizon premises. ***CLEC Acronym TXT*** will have two (2) Business Days to respond to Verizon's notification. Any such employee or agent may later be allowed readmission to Verizon premises on mutually agreeable terms. Nothing in this section, however, restricts Verizon's authority to bar the ***CLEC Acronym TXT*** employee or agent from Verizon premises for violating Verizon's security guidelines.

- 1.3.10.2 Security Standards. Verizon will be solely responsible for determining the appropriate level of security in each Verizon premise. Verizon reserves the right to deny access to Verizon buildings and/or outside facility structures for any ***CLEC Acronym TXT*** employee, agent or contractor who cannot meet Verizon's established security standards. Employees, agents or contractors of ***CLEC Acronym TXT*** are required to meet the same security requirements and adhere to the same work rules that Verizon's employees and contractors are required to follow. Verizon also reserves the right to deny access to Verizon buildings and/or outside facility structures for ***CLEC Acronym TXT***'s employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause. ***CLEC Acronym TXT*** employees, agents or contractors who meet Verizon's established security standards will be provided access to ***CLEC Acronym TXT***'s caged and cageless Collocation equipment 24 hours a day, seven days a week and reasonable access to Verizon's restroom facilities. If ***CLEC Acronym TXT*** employees, agents or contractors request and are granted access to other areas of Verizon's premises, a Verizon employee, agent or contractor may accompany and observe ***CLEC Acronym TXT***

employee(s), agent(s) or contractor(s) at no cost to ***CLEC Acronym TXT***. Verizon may use reasonable security measures to protect its equipment, including, for example, enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by Verizon.

Verizon may require ***CLEC Acronym TXT*** employees and contractors to use a central or separate entrance to Verizon's premises, provided, however, that where Verizon requires that ***CLEC Acronym TXT*** employees or contractors access collocated equipment only through a separate entrance, employees and contractors of Verizon's affiliates and subsidiaries will be subject to the same restriction.

Verizon may construct or require the construction of a separate entrance to access caged and cageless Collocation space, provided that each of the following conditions is met: (i) Construction of a separate entrance is technically feasible; (ii) Either legitimate security concerns, or operational constraints unrelated to the incumbent's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (iii) Construction of a separate entrance will not artificially delay Collocation provisioning; and (iv) Construction of a separate entrance will not materially increase ***CLEC Acronym TXT***'s Collocation costs.

- 1.3.10.3 Access Cards/Identification. Access cards or keys will be provided to no more than a reasonable number of individuals for ***CLEC Acronym TXT*** for each Verizon premise for the purpose of installation, maintenance and repair of ***CLEC Acronym TXT***'s caged and cageless Collocation equipment. All ***CLEC Acronym TXT*** employees, agents and contractors requesting access to the Verizon premise are required to have a photo identification card, which identifies the person by name and the name of ***CLEC Acronym TXT***. The ID must be worn on the individual's exterior clothing while on or at Verizon premises. Verizon will provide ***CLEC Acronym TXT*** with instructions and necessary access cards or keys to obtain access to Verizon premises. ***CLEC Acronym TXT*** is required to immediately notify Verizon by the most expeditious means, when any ***CLEC Acronym TXT***'s employee, agent or contractor with access privileges to Verizon premises is no longer in its employ, or when keys, access cards or other means of obtaining access to Verizon premises are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. ***CLEC Acronym TXT*** is responsible for the immediate retrieval and return to Verizon of all keys, access cards or other means of obtaining access to Verizon premises upon termination of employment of ***CLEC Acronym TXT***'s

employee and/or termination of service. ***CLEC Acronym TXT*** shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of ***CLEC Acronym TXT*** or ***CLEC Acronym TXT***'s employee, agent or contractor to return to Verizon.

- 1.3.11 Emergency Access. ***CLEC Acronym TXT*** is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. ***CLEC Acronym TXT*** will provide access to its Collocation space at all times to allow Verizon to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Verizon regulations and standards related to fire, safety, health and environment safeguards. Verizon will attempt to notify ***CLEC Acronym TXT*** in advance of any such emergency access. If advance notification is not possible Verizon will provide notification of any such entry to ***CLEC Acronym TXT*** as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact ***CLEC Acronym TXT***'s facilities or equipment and its ability to provide service. Verizon will restrict access to ***CLEC Acronym TXT***'s Collocation space to persons necessary to handle such an emergency. The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities. Verizon reserves the right, without prior notice, to access ***CLEC Acronym TXT***'s Collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by ***CLEC Acronym TXT*** or ***CLEC Acronym TXT***'s equipment upon the operation of Verizon's or another CLEC's equipment, facilities and/or employees located outside ***CLEC Acronym TXT***'s Collocation space. Verizon will notify ***CLEC Acronym TXT*** as soon as possible when such an event has occurred. In case of a Verizon work stoppage, ***CLEC Acronym TXT***'s employees, contractors or agents will comply with the emergency operation procedures established by Verizon. Such emergency procedures should not directly affect ***CLEC Acronym TXT***'s access to its premises, or ability to provide service. ***CLEC Acronym TXT*** will notify Verizon point of contact of any work stoppages by ***CLEC Acronym TXT*** employees.

1.4 Space Requirements.

- 1.4.1 Space Availability. If Verizon is unable to accommodate caged and cageless Collocation requests at a Verizon premise due to space limitations or other technical reasons, Verizon will post a list of all such sites on its website and will update the list within ten (10) calendar days of the date at which a Verizon premise runs out of caged and cageless Collocation space. This information will be listed at the following public Internet URL: <http://www.verizon.com/regulatory>. Where Verizon has denied caged and cageless Collocation requests at a Verizon premise due to space limitations or other technical reasons, Verizon shall: (a) submit to the state commission, subject to any protective order as the state may deem necessary, detailed floor plans or diagrams of the Verizon premise which show what space, if any, Verizon or any of its affiliates has reserved for future use; and

describe in detail, the specific future uses for which the space has been reserved and the length of time for each reservation; and (b) allow ***CLEC Acronym TXT*** to tour the entire premises of the Verizon premise, without charge, within ten (10) calendar days of the tour request.

- 1.4.2 Minimum/Maximum/Additional Space. The standard sizes of caged Collocation space will be increments of 100 square feet unless mutually agreed to otherwise by Verizon and ***CLEC Acronym TXT***. The minimum amount of floor space available to ***CLEC Acronym TXT*** at the time of the initial application will be twenty-five (25) square feet of caged Collocation space or one (1) single bay in the case of cageless Collocation. The maximum amount of space available in a specific Verizon premise to ***CLEC Acronym TXT*** will be limited to the amount of existing suitable space which is technically feasible to support the Collocation arrangement requested. Existing suitable space is defined as available space in a Verizon premise that does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning Collocation services. Additional space to provide for caged, cageless and/or adjacent Collocation will be provided on a per request basis, where available. Additional space can be requested by ***CLEC Acronym TXT*** by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in the Pricing Attachment. Verizon will not be required to lease additional space when available space has been exhausted.
- 1.4.3 Use of Space. Verizon and ***CLEC Acronym TXT*** will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement, ***CLEC Acronym TXT*** shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within Verizon's premises. ***CLEC Acronym TXT*** shall use the Collocation space solely for the purposes of installing, maintaining and operating ***CLEC Acronym TXT***'s equipment to interconnect for the exchange of traffic with Verizon and/or for purposes of accessing UNEs. ***CLEC Acronym TXT*** shall not construct improvements or make alterations or repairs to the Collocation space without the prior written approval of Verizon. The Collocation space may not be used for administrative purposes and may not be used as ***CLEC Acronym TXT***'s employee(s) work location, office or retail space, or storage. The Collocation space shall not be used as ***CLEC Acronym TXT***'s mailing or shipping address.
- 1.4.4 Reservation of Space. Verizon reserves the right to manage its Verizon premise conduit requirements and to reserve vacant space for planned facility. Verizon will retain and reserve a limited amount of vacant floor space within its Verizon premises for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve Collocation space for their own future use. If the remaining vacant floor space within a Verizon premise is reserved for Verizon's own specific future use, the Verizon premise will be exempt from future caged and cageless Collocation requests. ***CLEC Acronym TXT*** shall not be permitted to reserve Verizon

premise cable space or conduit system. If new conduit is required, Verizon will negotiate with ***CLEC Acronym TXT*** to determine an alternative arrangement for the specific location. ***CLEC Acronym TXT*** will be allowed to reserve Collocation space for its caged/cageless arrangements based on ***CLEC Acronym TXT***'s documented forecast provided Verizon and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to Verizon seeking to reserve vacant space for its own specific use. Cageless Collocation bays may not be used solely for the purpose of storing ***CLEC Acronym TXT*** equipment.

1.4.5 Collocation Space Report. Upon request by ***CLEC Acronym TXT*** and upon ***CLEC Acronym TXT*** signing a Collocation nondisclosure agreement, Verizon will make available a Collocation space report with the following information for the Verizon premise requested:

- 1.4.5.1 Detailed description and amount of caged and cageless Collocation space available;
- 1.4.5.2 Number of telecommunications carriers with existing Collocation arrangements;
- 1.4.5.3 Modifications of the use of space since the last Collocation space report requested; and,
- 1.4.5.4 Measures being taken, if any, to make additional Collocation spaces available.

The Collocation space report is not required prior to the submission of a Collocation application for a specific Verizon premise in order to determine Collocation space availability for the Verizon premise. The Collocation space report will be provided to ***CLEC Acronym TXT*** within ten (10) calendar days of the request provided the request is submitted during the ordinary course of business. A Collocation space report fee contained in the Pricing Attachment will be assessed per request and per Verizon premise.

1.4.6 Reclamation. When initiating an application form, ***CLEC Acronym TXT*** must have started installing equipment approved for Collocation at Verizon premise within a reasonable period of time, not to exceed sixty (60) calendar days from the date ***CLEC Acronym TXT*** accepts the Collocation arrangement. If ***CLEC Acronym TXT*** does not utilize its Collocation space within the established time period, and has not met the space reservation requirements of Section 1.4.4 to the extent applicable, Verizon may reclaim the unused Collocation space to accommodate another CLEC's request or Verizon's future space requirements. Verizon shall have the right, for good cause shown, and upon sixty (60) calendar days' notice, to reclaim any Collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its Tariffs to provide telecommunication services to its Customers. In such cases, Verizon will reimburse ***CLEC Acronym TXT*** for reasonable direct costs and expenses in connection with such reclamation. Verizon will make every reasonable effort to find other alternatives before attempting to reclaim any such space. ***CLEC Acronym TXT*** may seek

Commission relief from reclamation within ten (10) Business Days of being notified.

1.5 Pricing.

1.5.1 Rate Sheet. The rates for Verizon's Collocation services provided pursuant to this Agreement are set forth in the Pricing Attachment only to the extent that there are no corresponding rates in an applicable Verizon Collocation Tariff that has been filed with the Commission and become effective. If there is a Verizon Collocation Tariff that has been filed with the Commission and become effective, the rates in such Tariff shall apply and the rates set forth in the Pricing Attachment shall not apply.

1.5.2 Subsequent to the execution of this Agreement, Verizon also may elect to file a Collocation Tariff with the Commission with provisions addressing any of the rates specified in this Agreement. Any such Tariff, when it becomes effective, shall supersede and replace the corresponding rates set forth in the Pricing Attachment and such rates specified in the Pricing Attachment shall cease to be effective. Notwithstanding anything in this Agreement to the contrary, the rates identified in this Collocation Attachment also may be superseded prospectively by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements.

1.5.3 Billing and Payment. The initial payment of NRCs shall be due and payable in accordance with Section 1.3.1. The balance of the NRCs and all related monthly recurring service charges will be billed to ***CLEC Acronym TXT*** when Verizon provides ***CLEC Acronym TXT*** access to the caged, cageless or adjacent Collocation arrangement or completes installation of the virtual Collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

1.6 Liability and Indemnification.

In addition to their other respective indemnification and liability obligations set forth in this Agreement, each party shall meet the following obligations. To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control. The fact that a provision appears in another part of the Agreement but not in this Attachment, or in this Attachment and not in another part of the Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict.

1.6.1 No liability shall attach to Verizon for damages arising from errors, mistakes, omissions, interruptions, or delays of Verizon, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct. Subject to the preceding and to the provisions following, with respect to any claim or suit, by ***CLEC Acronym TXT*** or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, Verizon's liability, if any, shall not exceed an amount equal to the proportionate charge for the service by

Verizon for the service for the period during which service was affected.

- 1.6.2 Verizon shall not be liable for any act or omission of any other party furnishing a portion of service used in connection with the services herein.
- 1.6.3 Verizon is not liable for damages to ***CLEC Acronym TXT*** premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by Verizon's gross negligence or willful misconduct.
- 1.6.4 Verizon shall be indemnified, defended and held harmless by ***CLEC Acronym TXT*** and/or its end user against any claim, loss or damage arising from the use of services offered under this Attachment, involving:
 - 1.6.4.1 All claims, including but not limited to injuries to persons or property from voltages or currents, arising out of any act or omission of ***CLEC Acronym TXT*** or its end user in connection with facilities provided by Verizon, ***CLEC Acronym TXT***, or the end user; or
 - 1.6.4.2 Verizon shall not be liable to ***CLEC Acronym TXT*** or its customers in connection with the provision or use of the services provided under this Attachment for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind, even if Verizon has been advised of the possibility of such loss or damage.
- 1.6.5 Verizon does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. Verizon shall be indemnified, defended and held harmless by ***CLEC Acronym TXT*** from any and all claims by any person relating to ***CLEC Acronym TXT***'s use of services so provided.
- 1.6.6 No license under patents (other than the limited license to use) is granted by Verizon or shall be implied or arise by estoppel, with respect to any service offered under this Attachment.
- 1.6.7 Verizon's failure to provide or maintain services under this Attachment shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against Verizon, acts of God and other circumstances beyond Verizon's reasonable control.
- 1.6.8 Verizon shall not be liable for any act or omission of any other entity furnishing to ***CLEC Acronym TXT*** facilities, equipment, or services used in conjunction with the services provided under this Attachment. Nor shall Verizon be liable for any damages or losses due to unauthorized use of the services or the failure or negligence of ***CLEC Acronym TXT*** or ***CLEC Acronym TXT*** end user, or due to the failure of equipment, facilities, or services provided by ***CLEC Acronym TXT*** or its end user.

- 1.6.9 Neither party shall be liable to the other or to any third party for any physical damage to each other's facilities or equipment within the central office, unless caused by the gross negligence or willful misconduct of the party's agents or employees.
- 1.6.10 ***CLEC Acronym TXT*** shall indemnify, defend and save harmless Verizon from and against any and all losses, claims, demands, causes of action and costs, including attorney's fees, whether suffered, made, instituted or asserted by ***CLEC Acronym TXT*** or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of ***CLEC Acronym TXT***'s equipment or facilities or by their proximity to the equipment or facilities or all parties occupying space within or on the exterior of Verizon's central office(s), or by any act or omission of Verizon, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of Verizon. These provisions shall survive the termination, cancellation, modification or rescission of the Agreement for at least 18 months from the date of the termination.
- Verizon shall indemnify, defend and save harmless ***CLEC Acronym TXT*** from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by Verizon or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by Verizon's provision of service within or on the exterior of the central office of by an act or omission of ***CLEC Acronym TXT***, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of ***CLEC Acronym TXT***.
- 1.6.11 ***CLEC Acronym TXT*** shall indemnify, defend and save harmless Verizon from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorney's fees and damages costs, and expense of relocating conduit systems resulting from loss of right-of-way or property owner consents, which may arise out of or be caused by the presence, in, or the occupancy of the central office by ***CLEC Acronym TXT***, and/or acts by ***CLEC Acronym TXT***, its employees, agents or contractors.
- 1.6.12 ***CLEC Acronym TXT*** shall indemnify, defend, and hold harmless Verizon, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind, including but not limited to reasonable attorney's fees, arising out of or relating to ***CLEC Acronym TXT*** installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space.
- 1.6.13 ***CLEC Acronym TXT*** represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance,

rule or regulations, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. ***CLEC Acronym TXT*** shall indemnify, defend, and hold harmless Verizon, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by ***CLEC Acronym TXT***, its directors, officers, employees, servants, agents, affiliates and parent. These provisions shall survive the termination, cancellation, modification or rescission of the Agreement for at least 18 months from the date of the termination.

1.6.14 Verizon represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its provision of service within or on the exterior of the central office, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. Verizon shall indemnify, defend, and hold harmless ***CLEC Acronym TXT***, its directors, officers, employees, agents or contractors, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by Verizon, its directors, officers and employees, servants, agents, affiliates and parent.

1.6.15 Verizon and ***CLEC Acronym TXT*** shall each be responsible for all persons under their control or aegis working in compliance herewith, satisfactorily, and in harmony with all others working in or on the exterior of the central office and, as appropriate, cable space.

1.7 Casualty.

1.7.1 If the Collocation equipment location or any part thereof is damaged by fire or other casualty, ***CLEC Acronym TXT*** shall give immediate notice thereof to Verizon. The terms and conditions of this Attachment shall remain in full force and effect with the following modifications:

1.7.1.1 If the Collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty caused by Verizon, the damages thereto shall be repaired by and at the expense of Verizon. Non-recurring and monthly recurring charges, until such repair is substantially completed, shall be apportioned from the day following the casualty according to the part of the Collocation equipment location which is usable. Verizon reserves the right to elect not to restore the Collocation equipment location under the conditions specified in 1.8.2. If Verizon elects to restore the Collocation equipment location, Verizon shall inform ***CLEC Acronym TXT*** of its plans to repair/restore the Collocation equipment location as soon as it is practicable and will work in good faith to restore service to ***CLEC Acronym TXT*** as soon as possible. Verizon shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Verizon's reasonable control.

1.7.1.2 If the Collocation equipment location or any part thereof is totally damaged or rendered wholly unusable by fire or other

casualty caused by Verizon, then applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Collocation equipment location shall have been repaired and restored by Verizon. Verizon reserves the right to elect not to restore the Collocation equipment location under the conditions specified in 1.8.2. If Verizon elects to restore the Collocation equipment location, Verizon shall inform ***CLEC Acronym TXT*** of its plans to repair/restore the Collocation equipment location as soon as it is practicable and will work in good faith to restore service to ***CLEC Acronym TXT*** as soon as possible. Verizon shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Verizon's reasonable control.

1.7.1.3 If the Collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty through no fault of Verizon or ***CLEC Acronym TXT***, then the applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Collocation equipment location shall have been repaired and restored. Any repair or restoration work undertaken by ***CLEC Acronym TXT*** in its Collocation arrangement must be done by a Verizon-approved contractor and must be approved in advance by Verizon. Verizon reserves the right to discontinue ***CLEC Acronym TXT***'s Collocation equipment location or any part thereof under the conditions specified in 1.8.2.

1.7.1.4 If the Collocation equipment location or any part thereof is totally damaged, rendered wholly unusable, partially damaged or rendered partially unusable by fire or other casualty caused by ***CLEC Acronym TXT***, the liability and indemnification provisions of this Attachment shall apply and Verizon may terminate ***CLEC Acronym TXT*** Collocation arrangement immediately.

1.7.2 If the Collocation equipment location or any part thereof is rendered wholly unusable through no fault of ***CLEC Acronym TXT***, or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Verizon shall decide to demolish it or to rebuild it, then, in any of such events, Verizon may elect to discontinue ***CLEC Acronym TXT*** Collocation equipment location or any part thereof. In this event, Verizon will provide ***CLEC Acronym TXT*** with written notification within ninety (90) days after such fire or casualty specifying a date for discontinuance. The date of discontinuance shall not be more than sixty (60) days after the issuance of such notice to ***CLEC Acronym TXT***. ***CLEC Acronym TXT*** must vacate the premises by the date specified in the notice. Verizon's rights against ***CLEC Acronym TXT*** under this Attachment prior to such discontinuance and any applicable non-recurring and monthly recurring charges owing shall be paid up to the date of discontinuance. Any payments of monthly recurring charges

made by ***CLEC Acronym TXT***, which were on account of any period subsequent to such date shall be returned to ***CLEC Acronym TXT***.

- 1.7.3 After any such casualty and upon request by Verizon, ***CLEC Acronym TXT*** shall remove from the Collocation equipment location and other associated space, as promptly as reasonably possible, all of ***CLEC Acronym TXT*** salvageable inventory and movable equipment, furniture and other property.
- 1.7.4 In the event non-recurring and/or recurring charges were suspended pursuant to 1.8.1, ***CLEC Acronym TXT*** liability for applicable non-recurring and monthly recurring charges shall resume either upon occupancy by ***CLEC Acronym TXT*** or thirty (30) days after written notice from Verizon that the Collocation equipment location or any part thereof is restored to a condition comparable to that existing prior to such casualty, which ever comes first.
- 1.7.5 Nothing contained in these provisions shall relieve ***CLEC Acronym TXT*** from liability that may exist as a result of damage from fire or other casualty.
- 1.7.6 Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible and to the extent permitted by law, Verizon and ***CLEC Acronym TXT*** each will release and waive all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums.
- 1.7.7 Verizon will not carry insurance on the ***CLEC Acronym TXT*** furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by ***CLEC Acronym TXT*** and therefore will not be obligated to repair any damage thereto or be obligated to replace the same.

1.8 Implementation and Termination of Service.

1.8.1 Implementation of Collocation Charges. Verizon shall provide ***CLEC Acronym TXT*** with a notice ("Scheduled Completion Notice") indicating the scheduled completion date ("Scheduled Completion Date") for the Collocation arrangement. Verizon shall also provide a notice that will remind ***CLEC Acronym TXT*** of the Scheduled Completion Date and will request ***CLEC Acronym TXT*** to schedule and attend a "Collocation Acceptance Meeting" ("CAM"). Collocation charges will be implemented in accordance with this section regardless of the readiness of ***CLEC Acronym TXT*** to utilize the completed Collocation arrangement.

1.8.1.1 Collection of Non-Recurring Charges. The initial payment of non-recurring charges (NRCs) shall be due and payable in accordance with Section 1.3.3. ***CLEC Acronym TXT*** shall pay the balance of the NRCs ("NRC Balance") upon

CLEC Acronym TXT acceptance of the Collocation arrangement or thirty (30) calendar days after the Collocation arrangement is completed, whichever comes first.

1.8.1.2 Commencement of Recurring Charges. Monthly recurring charges will commence upon CLEC acceptance of the Collocation arrangement or thirty (30) calendar days after the Collocation arrangement is completed, whichever comes first ("Commencement Date"), and shall continue until terminated pursuant to Section 1.8).

1.8.1.3 Extension Request. A CLEC may request to extend or delay the Scheduled Completion Date of a Collocation arrangement for up to six (6) months. A CLEC electing to extend the Scheduled Completion Date of a Collocation arrangement must notify Verizon in writing ("Extension Notice") within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for Verizon to delay billing of monthly recurring charges for the applicable Collocation arrangement, ***CLEC Acronym TXT*** must remit the NRC Balance to Verizon for the Collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by Verizon until the space for the Collocation arrangement is accepted by ***CLEC Acronym TXT*** or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if ***CLEC Acronym TXT*** terminates its Collocation arrangement, the termination shall be governed by Section 1.8.4.

If Verizon ascertains the space for the Collocation arrangement is needed to satisfy another CLEC's Collocation request prior to the end of the six (6) month extension period, Verizon will notify ***CLEC Acronym TXT*** that its Collocation space has been requested by another CLEC. ***CLEC Acronym TXT*** will have up to five (5) Business Days after the notification to retain the Collocation space by notifying Verizon in writing that it desires to keep the space ("Retention Notice"). If ***CLEC Acronym TXT*** retains the Collocation space, monthly recurring charges shall commence for ***CLEC Acronym TXT*** thirty (30) calendar days after ***CLEC Acronym TXT*** sends the Retention Notice or when ***CLEC Acronym TXT*** accepts the space, whichever comes first.

1.8.2 Grounds for Termination by Verizon. Failure by ***CLEC Acronym TXT*** to comply with the terms and conditions of this Attachment, including nonpayment of rates and charges, may result in termination of Collocation service. In addition to the other grounds for termination of Collocation services set forth herein, Verizon reserves the right to terminate such services upon thirty (30) calendar days notice in the event ***CLEC Acronym TXT***: (a) is not in conformance with provisions of this Attachment or other Company standards and requirements; and/or (b) imposes continued disruption and threat of

harm to Company employees and/or network, or Verizon's ability to provide service to other CLECs.

Verizon also reserves the right to terminate such services, without prior notice, in the event ***CLEC Acronym TXT***'s Collocation arrangement imposes emergency conditions, such as fire or other unsafe conditions, upon the operation of Verizon's equipment and facilities or to Company employees located outside ***CLEC Acronym TXT***'s Collocation space.

Verizon reserves the right to inspect ***CLEC Acronym TXT***'s Collocation arrangement to determine if sufficient DC Power and/or facility terminations are being used to maintain interconnection and/or access to unbundled network elements. If Verizon determines that the Collocation arrangement is not being used for interconnection and/or access to unbundled network elements (from, for example, insufficient DC Power and/or facility terminations), Verizon reserves the right to terminate ***CLEC Acronym TXT***'s Collocation service upon thirty (30) calendar days notice.

If Verizon elects to terminate a Collocation arrangement pursuant to this section, the termination shall be governed by Section 1.8.4.

1.8.3 Termination by CLEC. ***CLEC Acronym TXT*** must notify Verizon in writing of its plans to terminate a Collocation arrangement ("CLEC Termination Notice"), and such ***CLEC Acronym TXT*** termination shall be governed by this Section.

1.8.3.1 Termination After Completion. If ***CLEC Acronym TXT*** elects to terminate an existing Collocation arrangement after a Collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after Verizon's receipt of ***CLEC Acronym TXT*** Termination Notice. If CLEC terminates a Collocation arrangement under this section, the termination shall be governed by Section 1.8.4 and ***CLEC Acronym TXT*** remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Section 1.8.1. If the Collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, ***CLEC Acronym TXT*** shall include a list of any such owners and secured parties in ***CLEC Acronym TXT*** Termination Notice.

1.8.3.2 Termination Prior to Completion. If ***CLEC Acronym TXT*** elects to terminate a request for Collocation when construction is in progress and prior to completion of the Collocation arrangement, the termination will be effective upon Verizon's receipt of ***CLEC Acronym TXT*** Termination Notice. For all non-recurring charges associated with providing the Collocation arrangement, ***CLEC Acronym TXT*** will be billed and is responsible for payment of non-recurring charges in accordance with the following (for the purposes of this section, the number of "Days" refers to Business Days measured from Verizon's

receipt of a complete application from ***CLEC Acronym TXT***):

- 1.8.3.2.1 Effective date of ***CLEC Acronym TXT*** termination on or between Days 1 to 15, ***CLEC Acronym TXT*** owes 20% of non-recurring charges.
- 1.8.3.2.2 Effective date of ***CLEC Acronym TXT*** termination on or between Days 16 to 30, ***CLEC Acronym TXT*** owes 40% of non-recurring charges.
- 1.8.3.2.3 Effective date of ***CLEC Acronym TXT*** termination on or between Days 31 to 45, ***CLEC Acronym TXT*** owes 60% of non-recurring charges.
- 1.8.3.2.4 Effective date of ***CLEC Acronym TXT*** termination on or between Days 46 to 60, ***CLEC Acronym TXT*** owes 80% of non-recurring charges.
- 1.8.3.2.5 Effective date of ***CLEC Acronym TXT*** termination after Day 60, ***CLEC Acronym TXT*** owes 100% of non-recurring charges.

If after applying these percentages to NRCs already paid by ***CLEC Acronym TXT***, any refunds are due ***CLEC Acronym TXT***, such refunds shall be applied first as a credit to any accounts with balances owed by ***CLEC Acronym TXT*** to Verizon, with any remaining refund amount issued to ***CLEC Acronym TXT***.

Engineering/major augment fees submitted with the application will not be refunded. ***CLEC Acronym TXT*** Termination Notice must be received by Verizon prior to the Scheduled Completion Date to avoid incurring any monthly recurring charges.

- 1.8.4 Effects of Termination. If Verizon or ***CLEC Acronym TXT*** terminates a Collocation arrangement under the terms and conditions of this Attachment, the following provisions shall apply:

- 1.8.4.1 Equipment Removal and Monthly Recurring Charges. ***CLEC Acronym TXT*** shall disconnect and remove its equipment from the designated Collocation space by the effective date of the termination. Upon removal by ***CLEC Acronym TXT*** of all its equipment from the Collocation space, if ***CLEC Acronym TXT*** does not restore the Collocation space to its original condition at time of occupancy, ***CLEC Acronym TXT*** will reimburse Verizon for the cost to do so. Due to physical and technical constraints, removal of ***CLEC Acronym TXT*** entrance facility cable will be at Verizon's option. ***CLEC Acronym TXT*** shall reimburse Verizon for all costs Verizon incurs to decommission DC Power and transmission cable terminations previously applied for by ***CLEC Acronym

TXT***. Verizon reserves the right to remove ***CLEC Acronym TXT***'s equipment if ***CLEC Acronym TXT*** fails to remove and dispose of the equipment by the effective date of the termination. ***CLEC Acronym TXT*** will be charged the appropriate additional labor charge in the Pricing Attachment for the removal and disposal of such equipment. All monthly recurring charges will continue to be charged to ***CLEC Acronym TXT*** until the effective date of the termination or, at Verizon discretion, until any later date up to the date that all equipment is removed and the Collocation space is restored to its original condition at space turnover.

1.8.4.2 **Refund of Non-Recurring Charges.** If Verizon or ***CLEC Acronym TXT*** has terminated a Collocation arrangement pursuant to Sections 1.8.2 and 1.8.3 and ***CLEC Acronym TXT*** ("original CLEC") has paid a non-recurring charge(s) for an asset in a Collocation arrangement, and is succeeded by another CLEC who uses the same asset ("subsequent CLEC"), ***CLEC Acronym TXT*** will receive a refund from Verizon for the remaining undepreciated amount of the asset upon occupancy by the subsequent CLEC up to the applicable non-recurring charges paid by the subsequent CLEC. If Verizon uses an asset for which ***CLEC Acronym TXT*** paid a non-recurring charge, Verizon will make a pro rata refund of such paid non-recurring charges to ***CLEC Acronym TXT***. For purposes of calculating prorated refunds to ***CLEC Acronym TXT***, Verizon will use the economic life of the asset. Any refunds issued pursuant to this section shall be applied first as a credit to any accounts with balances owed by ***CLEC Acronym TXT*** to Verizon, and any remaining refund amount will be issued to ***CLEC Acronym TXT***. Engineering/major augment fees submitted with the application and any other paid non-recurring charges not associated with the asset will not be refunded.

1.8.5 **Closure, Decommissioning or Sale of Premises.** Collocation arrangements will automatically terminate if the premise in which the Collocation space is located is closed, decommissioned or sold and no longer houses Verizon's network facilities. At least one hundred eighty (180) days written notice will be given to ***CLEC Acronym TXT*** of events which may lead to the automatic termination of any such arrangement pursuant to the terms and conditions of this Attachment, except when extraordinary circumstances require a shorter interval. In such cases, Verizon will provide notice to ***CLEC Acronym TXT*** as soon as practicable. Verizon will work with ***CLEC Acronym TXT*** to identify alternate Collocation arrangements. Verizon will work cooperatively with ***CLEC Acronym TXT*** to minimize any potential for service interruption resulting from such actions.

1.8.6 **Miscellaneous.** Verizon retains ownership of Verizon premise floor space, adjacent land and equipment used to provide all forms of Collocation. Verizon reserves for itself and its successors and assignees, the right to utilize the Verizon premises' space in such a manner as will best enable it to fulfill Verizon's service requirements.

CLEC Acronym TXT does not receive, as a result of entering into a Collocation arrangement hereunder, any right, title or interest in Verizon's premise facility, the multiplexing node, multiplexing node enclosure, cable, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that ***CLEC Acronym TXT*** requires use of a Verizon local exchange line, ***CLEC Acronym TXT*** must order a business local exchange access line (B1). ***CLEC Acronym TXT*** may not use Verizon official lines.

1.9 Virtual Collocation.

Unless otherwise specified in this Section 1.9, the provisions contained in other sections of the Collocation Attachment shall apply to virtual Collocation.

- 1.9.1 Description. Under virtual Collocation, Verizon installs and maintains ***CLEC Acronym TXT*** provided equipment, which is dedicated to the exclusive use of ***CLEC Acronym TXT*** in a Collocation arrangement. ***CLEC Acronym TXT*** provides fiber-optic facilities through Verizon entrance manholes for connection to ***CLEC Acronym TXT*** virtually collocated transmission equipment that provides interconnection to Verizon facilities located in the premises.

The physical point of interface for connection to the virtual arrangement is referred to as manhole zero. From this manhole into the premises, Verizon shall assume ownership of and maintain the fiber. From this manhole toward ***CLEC Acronym TXT***'s location, the fiber optic cable remains ***CLEC Acronym TXT***'s responsibility, with ***CLEC Acronym TXT*** performing all servicing and maintaining full ownership. If ***CLEC Acronym TXT*** is purchasing Verizon provided unbundled interoffice facilities as transport, ***CLEC Acronym TXT*** entrance fiber is not required. All elements/services shall be connected to the output cables of the virtual Collocation arrangement using Verizon designated cable assignments, not channel assignments.

Virtual Collocation is offered on a first come, first served basis and is provided subject to the availability of space and facilities in each premises where virtual Collocation is requested.

If ***CLEC Acronym TXT*** requests virtual Collocation of equipment other than the standard virtual arrangement, ***CLEC Acronym TXT*** and Verizon will mutually agree upon the type of equipment to be virtually collocated.

- 1.9.2 Implementation Intervals and Planning. Verizon and ***CLEC Acronym TXT*** shall work cooperatively to jointly plan the implementation milestones. Verizon and ***CLEC Acronym TXT*** shall work cooperatively in meeting those milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones including anticipated delivery dates for the ***CLEC Acronym TXT***-provided transmission equipment and for training.

Verizon will notify ***CLEC Acronym TXT*** of issues or unanticipated delays, as they become known. Verizon and ***CLEC Acronym

TX*** shall conduct additional joint planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process. Planning meetings shall include establishment of schedule, identification of tests to be performed, spare plug-in/card requirements, test equipment, and determination of the final implementation schedule.

The implementation interval is 76 Business Days for all standard arrangement requests which were properly forecast six months prior to the application dates subject to the provisions in this Attachment governing forecasting and capacity. ***CLEC Acronym TX*** shall deliver the virtual Collocation equipment to Verizon premises by Business Day forty (40). Verizon and ***CLEC Acronym TX*** shall work cooperatively to schedule each site on a priority-based order. Verizon and ***CLEC Acronym TX*** shall mutually agree upon intervals for non-standard arrangements.

1.9.3 Transmission Failure. ***CLEC Acronym TX*** shall be responsible for monitoring and reporting signal loss to Verizon. In the event of a transmission failure, ***CLEC Acronym TX*** shall be responsible for initial trouble isolation as set forth in Section 1.9.9, regardless of whether the fiber span is equipped with optical regeneration equipment.

1.9.4 Accommodations. Upon receipt of a completed application and associated virtual engineering fee, Verizon will conduct an application review, engineering review and site survey at the requested premises. Verizon will notify ***CLEC Acronym TX*** within eight (8) Business Days of the results of this review and site survey.

The dedicated terminal equipment inside Verizon's premises shall be provided by ***CLEC Acronym TX*** and leased to Verizon for the sum of one dollar after successful installation and equipment testing by Verizon. The term of the operating lease will run for the duration of the virtual Collocation arrangement, at which time ***CLEC Acronym TX*** will remove the equipment. ***CLEC Acronym TX*** will retain ownership of this equipment inside the premises. Verizon will operate and maintain exclusive control over this equipment inside the premises.

Where Verizon uses approved contractors for installation, maintenance or repair of virtual Collocation arrangements, ***CLEC Acronym TX*** may hire the same approved contractors directly for installation, maintenance or repair of ***CLEC Acronym TX*** designated equipment.

Where Verizon does not use contractors, ***CLEC Acronym TX*** designated equipment and ***CLEC Acronym TX*** provided facilities used in the provision of virtual Collocation will be installed, maintained and repaired by Verizon. Verizon will maintain and repair ***CLEC Acronym TX*** designated equipment under the same timeframe and standards as its own equipment.

CLEC Acronym TX personnel are not allowed on Verizon premises to maintain and repair on virtual Collocation equipment.

Verizon shall monitor local premises and environmental alarms to support the equipment. Verizon will notify ***CLEC Acronym TXT*** if a local office alarm detects an equipment affecting condition.

Verizon will be responsible to pull the fiber into and through the cable entrance facility (i.e., vault) to the virtual Collocation arrangement. All installations into the cable entrance facility are performed by Verizon personnel or its agents.

No virtual Collocation arrangement will be placed in service by Verizon until necessary training has been completed (refer to Section 1.9.11).

1.9.5 Plug-ins and Spare Cards. When a plug-in/card is determined by Verizon to be defective, Verizon will label the plug-in as defective and place it in ***CLEC Acronym TXT***-dedicated plug-in/card storage cabinet. ***CLEC Acronym TXT*** will be notified as the plug-in/card is replaced.

Verizon will not provide spare plug-ins/cards under any circumstances, nor is Verizon responsible for ***CLEC Acronym TXT***'s failure to replace defective plug-ins/cards. Verizon shall not be held responsible if ***CLEC Acronym TXT*** provides an inadequate supply of plug-ins/cards. Verizon will segregate and secure ***CLEC Acronym TXT***-provided maintenance spares in ***CLEC Acronym TXT***-provided spare plug-in/card cabinet.

CLEC Acronym TXT shall provide the shop-wired piece of equipment fully pre-equipped with working plug-ins/cards. In addition, ***CLEC Acronym TXT*** shall provide Verizon with maintenance spares for each plug-in/card type. The number of maintenance spares shall be the manufacturer's recommended amount, unless otherwise mutually agreed by Verizon and ***CLEC Acronym TXT***, provided however, that in no event shall the number of spare plug-ins/cards be less than two of each type. These spares must be tested by ***CLEC Acronym TXT*** prior to delivery to Verizon.

In addition to maintenance spares, ***CLEC Acronym TXT*** will also provide any unique tools or test equipment required to maintain, turn-up, or repair the equipment.

Upon receiving notification from Verizon that a plug-in/card has been replaced, ***CLEC Acronym TXT*** is then responsible to contact the Verizon operations manager to arrange exchange and replacement of the plug-in/card. Exchanged, pre-tested spares shall be provided within one week of replacement of a defective plug-in/card.

Subject to premise space availability, ***CLEC Acronym TXT*** shall have the option of providing a stand-alone spare plug-in/card cabinet(s) or a rack-mountable spare plug-in/card cabinet(s), to Verizon's specification, to house the spare plug-ins/cards. The spare plug-in/card cabinet(s) and minimum number of maintenance spares must be provided before the virtual Collocation arrangement is completed and service is established.

The amount of spare plug-ins/cards required will be based on the manufacturer's recommended amount, unless otherwise mutually agreed by Verizon and ***CLEC Acronym TXT***.

- 1.9.6 Safety and Technical Standards. Verizon reserves all rights to terminate, modify or reconfigure the provision of service to ***CLEC Acronym TXT*** if, in the discretion of Verizon, provision of service to ***CLEC Acronym TXT*** may in any way interfere with or adversely affect Verizon's network or its ability to service other CLECs.

All ***CLEC Acronym TXT*** equipment to be installed in Verizon premises must fully comply with the GR – 000063 – CORE, GR – 1089 – CORE and Verizon's premises environmental and transmission standards in effect at the time of equipment installation. The equipment must also comply with the requirements in NIP 74165, as they relate to fire, safety, health, environmental, and network safeguards.

It is ***CLEC Acronym TXT***'s responsibility to demonstrate and provide to Verizon adequate documentation from an accredited source certifying compliance. ***CLEC Acronym TXT*** equipment must conform to the same specific risk/safety/hazard standards which Verizon imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.

CLEC Acronym TXT equipment is not required to meet the same performance and reliability standards as Verizon imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. ***CLEC Acronym TXT*** may install equipment that has been deployed by Verizon for five years or more with a proven safety record.

All ***CLEC Acronym TXT***'s entrance facilities and splices must comply with TR – TSY – 00020, TR – NWT – 001058, BR – 760 – 200 – 030 and SR – TAP – 001421 as they relate to fire, safety, health, environmental safeguards and interference with Verizon's services and facilities. Such requirements include, but are not limited to the following: (1) The fibers must be single mode; (2) The fiber optic units must be of loose tube (12 fibers) or ribbon (12 fibers) design; (3) The fiber cable must be marked according to the cable marking requirements in GR – 20 – CORE, Section 6.2.1 – 4; (4) The fiber must be identified according to the fiber and unit identification (color codes) in GR – 20 – CORE, Section 6.2.5; (5) Unless otherwise mutually agreed, the outer cable jacket shall consist of a polyethylene resin, carbon black, and suitable antioxidant system; and (6) Silica fibers shall be fusible with a commercially available fusion splicer(s) that is commonly used for this operation.

- 1.9.7 Control Over Premises-Based Equipment. Verizon exercises exclusive physical control over the premises-based transmission equipment that terminates ***CLEC Acronym TXT***'s circuits and provides the installation, maintenance, and repair services necessary to assure proper operation of the virtually collocated facilities and equipment. Such work will be performed by Verizon under the direction of ***CLEC Acronym TXT***.

1.9.8 Removal of Equipment. Verizon reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or GR – 1089 – CORE.

1.9.9 Installation and Trouble Resolution. Verizon will process and prioritize the trouble ticket in the same manner it does for its own equipment, including the dispatch of a technician to the equipment. The technician will contact ***CLEC Acronym TXT*** at the number provided and service the equipment as instructed and directed by ***CLEC Acronym TXT***.

1.9.10 Placement, Removal and Monitoring of Facilities and Equipment. From manhole zero toward ***CLEC Acronym TXT***'s location the fiber optic cable remains ***CLEC Acronym TXT***'s responsibility, with ***CLEC Acronym TXT*** performing all servicing and maintaining full ownership.

CLEC Acronym TXT has the responsibility to remotely monitor and control their circuits terminating in Verizon's premises, however, ***CLEC Acronym TXT*** will not enter Verizon's premises under virtual Collocation arrangements.

Performance and surveillance monitoring and trouble isolation shall be provided by ***CLEC Acronym TXT***. A clear distinction must be made by ***CLEC Acronym TXT*** when submitting reports of troubles on Verizon services/elements connected to the virtually collocated equipment and reports of troubles with the collocated equipment. The former can be handled using Verizon technicians and standard processes. The latter will require specially trained technicians familiar with the collocated equipment (refer to Section 1.9.11).

When ***CLEC Acronym TXT*** isolates a trouble and determines that a Verizon technician should be dispatched to the equipment location for a servicing procedure, ***CLEC Acronym TXT*** shall enter a trouble ticket with Verizon. ***CLEC Acronym TXT*** shall provide standard trouble information, including the virtual Collocation arrangement's circuit identification, nature of the activity request, and the name and telephone number of ***CLEC Acronym TXT***'s technician/contact.

Responses to all equipment servicing needs will be at ***CLEC Acronym TXT***'s direction. Maintenance will not be performed without ***CLEC Acronym TXT***'s direct instruction and authorization.

If ***CLEC Acronym TXT*** is providing its own transport fiber for the virtual Collocation arrangement, ***CLEC Acronym TXT*** will arrange placement of the fiber into manhole zero with enough length (as designated by Verizon) to reach the virtual Collocation arrangement.

Maintenance activity (trouble in the equipment) is to be tested, isolated and evaluated by ***CLEC Acronym TXT***. Verizon technicians will perform the instructed activities on the equipment as specifically directed by ***CLEC Acronym TXT***.

CLEC Acronym TXT shall provide, own, and operate the terminal equipment at their site outside Verizon's premises.

- 1.9.11 Use of Non-Standard Equipment. When ***CLEC Acronym TXT*** requests a virtual Collocation arrangement consisting of equipment which Verizon does not use in its network nor has deployed in that particular premise to provide service to itself or another CLEC, ***CLEC Acronym TXT*** shall be responsible for training 50%, but no fewer than five, of Verizon technicians in the administrative work unit responsible for servicing the equipment. Any special tools or electronic test sets that Verizon does not have at the premises involved must be provided by ***CLEC Acronym TXT*** with adequate manufacturer's training.

CLEC Acronym TXT is responsible to arrange and pay all costs (including but not limited to transportation and lodging for Verizon technicians) to have Verizon technicians professionally trained by appropriate trainers certified on the specific equipment to be used to provide the virtual Collocation arrangement to ***CLEC Acronym TXT***. ***CLEC Acronym TXT*** shall also pay for Verizon technicians' time subject to rates contained in the Pricing Attachment. When travel is required, travel expenses associated with training will be charged to ***CLEC Acronym TXT*** based on ticket stubs and/or receipts. This includes paying for mileage according to the IRS rates for personal car mileage or airfare, as appropriate. ***CLEC Acronym TXT*** also has the option of arranging and paying for all travel expenses for Verizon technicians directly.

In the event of an equipment upgrade, ***CLEC Acronym TXT*** must provide secondary training subject to the provisions contained herein.

- 1.9.12 Additions and Rearrangements. Once ***CLEC Acronym TXT*** has established a virtual Collocation arrangement, changes to the existing configuration, (including but not limited to, growing, upgrading, and/or reconfiguring the current equipment) are considered rearrangements to that virtual Collocation arrangement. If ***CLEC Acronym TXT*** decides to rearrange an existing virtual Collocation arrangement, ***CLEC Acronym TXT*** must submit a new application outlining the details of the rearrangement along with a virtual engineering/major augment fee.

- 1.9.13 Application of Rates and Charges.

Billing. Verizon will apply charges (e.g., non-recurring and recurring rates for entry fiber, power, etc.) and commence billing for the virtual Collocation arrangement upon completion of the installation, when it shall have finished all elements of the installation under its control. The readiness of ***CLEC Acronym TXT*** to utilize the completed virtual Collocation arrangement will not impair the right of Verizon to commence billing.

Verizon shall charge ***CLEC Acronym TXT*** for all costs incurred in providing the virtual Collocation arrangement, including, but not limited to, Verizon's planning, engineering and installation time and costs incurred by Verizon for inventory services. Any and all expenses associated with placing ***CLEC Acronym TXT***'s fiber in manhole

zero, including license fees, shall be the responsibility of ***CLEC Acronym TXT***.

Virtual Engineering Fee. Verizon will require a virtual engineering/major augment fee (NRC) per virtual Collocation request, per premise or other Verizon location where ***CLEC Acronym TXT*** requests to establish virtual Collocation. A virtual engineering/major augment fee is required to be submitted by ***CLEC Acronym TXT*** with its application. This fee applies for all new virtual Collocation arrangements as well as subsequent additions to an existing arrangement, and provides for application processing, and for Verizon's performance of an initial site visit and an engineering evaluation.

If ***CLEC Acronym TXT*** cancels or withdraws its request for a virtual Collocation arrangement prior to turn-up, ***CLEC Acronym TXT*** will be liable for all costs and liabilities incurred by Verizon in the developing, establishing, or otherwise furnishing the virtual Collocation arrangement up to the point of cancellation or withdrawal.

Other Virtual Collocation Rate Elements. The application, description, and rates of Collocation rate elements that are also applicable for virtual Collocation are described in the Pricing Attachment.

- 1.9.14 Conversions. Requests for converting virtual Collocation arrangements to caged or cageless arrangements shall be submitted and designated as an Augment Application described in Section 1.2.5. Requests for converting a virtual arrangement to a cageless arrangement that requires no physical changes to the arrangement will be assessed a minor augment fee. All other conversion requests for virtual to caged or cageless will be assessed an engineering/major augment Fee and other applicable charges. Verizon will notify ***CLEC Acronym TXT*** within ten (10) Business Days following receipt of the completed Augment Application if ***CLEC Acronym TXT*** conversion request is accepted or denied. When converting a virtual arrangement to a caged or cageless arrangement, ***CLEC Acronym TXT***'s equipment may need to be relocated. ***CLEC Acronym TXT*** will be responsible for all costs associated with the relocation of its equipment as described in Section 1.2.7.

1.10 Microwave Collocation.

Microwave Collocation is available on a first-come first-served basis where technically feasible. The microwave equipment may include microwave antenna(s), mounts, towers or other antenna support equipment on the exterior of the building, and radio transmitter/receiver equipment located either inside or on the exterior of the building. All microwave antennas must be physically interconnected to Verizon facilities through the Collocation arrangement. Unless otherwise specified in this Section 1.10, the provisions contained in other sections of the Collocation Attachment shall apply to microwave Collocation.

- 1.10.1 Accommodations. Verizon will provide space within the cable riser, cable rack support structures and between the transmitter/receiver space and the roof space needed to reach the physical or virtual Collocation arrangement and to access Verizon's interconnection point. Waveguide may not be placed in Verizon cable risers or racks.

- 1.10.3 Safety and Technical Standards. Verizon reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or electromagnetic compatibility and electrical safety generic criteria for network telecommunication equipment specified in GR – 1089 – CORE. Verizon will provide 90 days notice of the change unless it is due to an emergency which renders notice impossible.

Verizon reserves the right to review wind or ice loadings, etc., for antennas over 18 inches in diameter or for any multiple antenna installations, and to require changes necessary to insure that such loadings meet generally accepted engineering criteria for radio tower structures.

The minimum height of equipment placement, such as microwave antennas, must be eight feet from the roof. For masts, towers and/or antennas over ten (10) feet in height, ***CLEC Acronym TXT*** or if applicable, Verizon, shall have the complete structure, including guys and supports, inspected every two years by an acceptable licensed professional engineer of its choice specializing in this type of inspection. For ***CLEC Acronym TXT*** owned structures that are solely for the use of one CLEC's antenna(s), such inspection will be at ***CLEC Acronym TXT***'s own cost and expense. For structures used by multiple CLECs, the costs associated with such inspection shall be apportioned based on relative capacity ratios. A copy of this report may be filed with Verizon within ten (10) days of the inspection. The owner shall be responsible to complete all maintenance and/or repairs, as recommended by the engineer, within 90 days.

CLEC Acronym TXT shall provide written notice to Verizon of any complaint (and resolution of such complaint) by any governmental authority or others pertaining to the installation, maintenance or operation of ***CLEC Acronym TXT***'s facilities or equipment located in roof space or transmitter/receiver space. ***CLEC Acronym TXT*** also agrees to take all necessary corrective action.

All ***CLEC Acronym TXT*** microwave equipment to be installed in or on the exterior of Verizon premises must be on the Verizon's list of approved products, or equipment that is demonstrated as complying with the technical specifications described herein. Where a difference may exist in the specifications, the more stringent shall apply.

CLEC Acronym TXT must comply with Verizon technical specifications for microwave Collocation interconnection specified in NIP – 74171 and Verizon's digital switch environmental requirements specified in NIP – 74165, as they relate to fire, safety, health, environmental, and network safeguards, and ensure that ***CLEC Acronym TXT*** provided equipment and installation activities do not act as a hindrance to Verizon services or facilities. ***CLEC Acronym TXT***'s equipment placed in or on roof space or transmitter/receiver space must also comply with all applicable rules and regulations of the FCC and the FAA.

CLEC Acronym TXT facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements

and specifications of the current edition of NIP – 74171, national electric code, the national electrical safety code, rules and regulations of the OSHA, and any governing authority having jurisdiction.

All ***CLEC Acronym TXT*** microwave facilities must comply with Bellcore specifications regarding microwave and radio based transmission and equipment, CEF, BR – 760 – 200 – 030, and SR – TAP – 001421; and Verizon's practices as they relate to fire, safety, health, environmental safeguards transmission and electrical grounding requirements, or interference with Verizon services or facilities.

The equipment located in, on or above the exterior walls or roof of Verizon's building must either be on Verizon's list of approved products or fully comply with requirements specified in GR – 63 – CORE, GR – 1089 – CORE and NIP 74171. This equipment must also comply with NIP – 74160, premise engineering environmental and transmission standards as they relate to fire, safety, health, environmental safeguards, or interference with Verizon service or facilities.

Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state and/or local regulations governing the safe levels of radio frequency radiation. The minimum standard to be met by ***CLEC Acronym TXT*** in all cases is specified in ANSI C95.1 – 1982.

CLEC Acronym TXT equipment must conform to the same specific risk, safety, hazard standards which Verizon imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. ***CLEC Acronym TXT*** equipment is not required to meet the same performance and reliability standards as Verizon imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.

- 1.10.4 Placement and Removal of Facilities and Equipment. Prior to installation of ***CLEC Acronym TXT***'s facilities or transmission equipment for microwave interconnection, ***CLEC Acronym TXT*** must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the equipment and particular microwave system, and when applicable for any towers or support structures, as may be required by authorities having jurisdiction.

CLEC Acronym TXT is not permitted to penetrate the building exterior wall or roof when installing or maintaining transmission equipment and support structures. All building penetration will be done by Verizon or a hired agent of Verizon.

Any ***CLEC Acronym TXT***'s equipment used to produce or extract moisture must be connected to existing or newly constructed building or roof top drainage systems, at the expense of ***CLEC Acronym TXT***.

CLEC Acronym TXT will be responsible for supplying, installing, maintaining, repairing and servicing the following microwave specific

equipment: Waveguide, waveguide conduit, and/or coaxial cable, the microwave antenna and associated tower and support structure and any associated equipment; and the transmitter/receiver equipment and any required grounding.

CLEC Acronym TXT may install equipment that has been deployed by the Verizon for five years or more with a proven safety record.

- 1.10.5 Moves, Replacements or Other Modifications. Where ***CLEC Acronym TXT*** intends to modify, move replace or add to equipment or facilities within or about the roof space or transmitter/receiver space(s) and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), ***CLEC Acronym TXT*** must request and receive written consent from Verizon. Such consent will not be unreasonably withheld. ***CLEC Acronym TXT*** shall not make any changes from initial installation in terms of the number of transmitter/receivers, type of radio equipment, power output of transmitters or any other technical parameters without the prior written approval of Verizon.

- 1.10.6 Space and Facilities. Monthly rates are applicable to ***CLEC Acronym TXT*** for the space (generally on the premises roof) associated with Verizon or other CLEC owned antenna support structures. The rate is calculated using the rate per square foot, multiplied by the square footage of the footprint, which resultant is multiplied by ***CLEC Acronym TXT***'s relative capacity ratio (RCR), (i.e., the sum of the RCRs of each of the ***CLEC Acronym TXT***'s antennas).

Square footage for the footprint will be based on the length times width of the entire footprint formed on the horizontal plane (generally the roof top) by the antenna(s), tower(s), mount(s), guy wires and/or support structures used by ***CLEC Acronym TXT***. For a non-rectangular footprint, the length will be measured at the longest part of the footprint and the width will be the widest part of the footprint.

The owner of the support structure may charge ***CLEC Acronym TXT*** proposing to use the structure, on a one-time basis, for the following costs and/or values. Any incremental costs associated with installing the ***CLEC Acronym TXT***'s antenna, including but not limited to, the costs of engineering studies, roof penetrations, structural attachments, support structure modification or reinforcement, zoning and building permits. A portion of the net book value of the support structure is based on the RCR of ***CLEC Acronym TXT***'s proposed antenna(s) to be mounted on the structure. ***CLEC Acronym TXT***'s RCR represents the percent of the total capacity of the support structure used by ***CLEC Acronym TXT***'s antenna(s) on the structure. Spare capacity shall be deemed to be that of the owner of the structure. RCRs shall be expressed as a two place decimal number, rounded to the nearest whole percent. The sum of all users' RCRs and the owner's RCR shall at all times equal 1.00. It shall be the responsibility of the owner of the structure to provide ***CLEC Acronym TXT*** the net book value of the structure at the time of the proposed use. Upon request, the owner shall also provide the

proposed user accounting records or other documentation supporting the net book value.

The owner of the structure may not assess ***CLEC Acronym TXT*** any charges in addition to the one-time charge described above, except that the owner of the structure may assess ***CLEC Acronym TXT*** a proportionate share of inspection costs and Verizon may assess ***CLEC Acronym TXT*** monthly recurring charges for use of its roof space. At the time ***CLEC Acronym TXT*** proposes to attach additional antennas to an existing support structure, it shall be the responsibility of ***CLEC Acronym TXT*** to obtain, at its cost and expense, an engineering analysis by a registered structural engineer to determine the relative capacity ratio of all antennas on the structure, including the proposed antennas.

When a ***CLEC Acronym TXT*** is the owner of the structure, the proposed user shall pay ***CLEC Acronym TXT*** directly the one-time charge as set forth above. When Verizon is the owner of the support structure, it shall determine the charge on an individual case basis. In the event that ***CLEC Acronym TXT*** as owner of the support structure fails to comply with these provisions, at Verizon's option, ownership of the support structure shall transfer to Verizon.

Costs incurred by Verizon to conduct a review for wind or ice loadings (etc.) for antennas over 18 inches in diameter, or for any multiple antenna installation, and any changes which may be required thereto in order to insure that such loadings meet generally accepted engineering criteria for radio tower structures, will be billed to ***CLEC Acronym TXT***.

- 1.10.7 Emergency Power and/or Environmental Support. In the event special work must be done by Verizon to provide emergency power or environmental support to the transmitter/receiver equipment or antenna, ***CLEC Acronym TXT*** will be billed on a time and materials basis for the costs incurred.
- 1.10.8 Escorting. When ***CLEC Acronym TXT*** personnel are escorted by a qualified Verizon employee for access to the roof space, transmitter/receiver space, or cable risers and racking for maintenance, the miscellaneous labor charges as set forth in the Pricing Attachment will apply.

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to ***CLEC Acronym TXT***, in accordance with this Agreement, Verizon's applicable federal and state Tariffs and the requirements of Applicable Law, Collocation for the purpose of facilitating ***CLEC Acronym TXT***'s interconnection with Verizon under 47 U.S.C. § 251(c)(2) or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement or a Tariff, Verizon shall be obligated to provide Collocation to ***CLEC Acronym TXT*** only to the extent required by Applicable Law and may decline to provide Collocation to ***CLEC Acronym TXT*** to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Agreement or a Tariff, nothing in this Agreement or a Tariff shall be deemed to require Verizon to provide (and, for the avoidance of any doubt, Verizon may decline to provide and/or cease providing) Collocation that, if provided by Verizon, would be used by ***CLEC Acronym TXT*** to obtain unbundled access to any network element: (a) that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Verizon is not required to unbundle under 47 C.F.R. Part 51.

Because of the Notices Abating the Proceedings regarding Tariff Control Nos. 22709 and 22710 issued by the Commission on July 11, 2000, Verizon shall provide Collocation according to the following terms and conditions in the State of Texas on an interim basis only until Verizon files another Collocation Tariff in Texas. At such time as there is a Verizon Collocation Tariff on file with the Commission, and subject to the foregoing, the following terms and conditions will be rendered ineffectual, and Verizon shall provide Collocation to ***CLEC Acronym TXT*** in accordance with the terms and conditions set forth in Verizon's Collocation Tariff, and Verizon shall do so regardless of whether or not such terms and conditions are effective.

Section 1 of this Collocation Attachment ("Attachment"), in conjunction with the rest of this Agreement, set forth the terms and conditions under which Verizon shall provide Collocation services to ***CLEC Acronym TXT***. Collocation provides for access to Verizon's "premises", for the purpose of interconnection and/or access to Unbundled Network Elements (UNEs). For the purposes of this Attachment, "premises" is defined to include Verizon's central offices, serving Wire Centers, and all other buildings or similar structures owned, leased, or otherwise controlled by Verizon that house Verizon's network facilities. Collocation at Verizon's Wire Centers and access tandems shall be accomplished through caged, cageless, virtual or microwave service offerings, as described below, except if not practical for technical reasons or due to space limitations. In such event, Verizon shall provide adjacent Collocation or other methods of Collocation, subject to space availability and technical feasibility. In accordance with, but only to the extent required by Applicable Law, Verizon shall also offer rates, terms and conditions for Collocation services that are not expressly addressed in this Attachment or Verizon Tariffs on an individual case basis.

1.1 Types of Collocation.

- 1.1.1 Single Caged. A single caged arrangement is a form of caged Collocation, which allows a single CLEC to lease caged floor space to house its equipment within Verizon premises.
- 1.1.2 Shared Caged. A shared caged arrangement is a newly constructed caged Collocation arrangement that is jointly applied for and occupied by two or more CLECs within a Verizon premise. When two or more

CLECs request establishment and jointly apply for a new caged Collocation arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the host CLEC (HC) and the other(s) to be the guest CLEC (GC). The HC and GC(s) are solely responsible for determining whether to share a shared caged Collocation arrangement and if so, upon what terms and conditions. The HC and GC(s) must each be interconnected to Verizon for the exchange of traffic with Verizon and/or to access unbundled network elements. Verizon will not issue separate billing for any of the rate elements associated with the shared caged Collocation arrangement between the HC and the GC(s), but Verizon will provide the HC with information on the proportionate share of the NRCs for each CLEC in the shared arrangement. The HC will be responsible for ordering and payment of all Collocation applicable services ordered by the HC and GC(s). The HC and GC will be responsible for ordering their own unbundled network elements from Verizon. Verizon will separately bill the HC and/or GC(s) for unbundled network elements ordered. The HC and GC(s) are Verizon's customers and have all the rights and obligations applicable hereunder to CLECs purchasing Collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the HC is reimbursed for all or any portion of such charges by the guest(s). All terms and conditions for caged Collocation as described in this Attachment will apply to shared caged Collocation requirements.

- 1.1.3 Subleased Caged. Vacant space available in a CLEC's caged Collocation arrangement may be made available to a third party(s) for the purpose of interconnection and/or for access to UNEs in Verizon premises via the subleasing Collocation arrangement. The CLEC subleases the floor space to the third party(s) pursuant to terms and conditions agreed to by the CLEC and the third party(s) involved. The CLEC and third party(s) must each be interconnected to Verizon for the exchange of traffic with Verizon and/or to access unbundled network elements. The CLEC is solely responsible for determining whether to sublease a shared caged Collocation arrangement and if so, upon what terms and conditions. Verizon will not issue separate billing for any of the rate elements associated with the subleased caged Collocation arrangement between the CLEC and the third party(s). The CLEC will be responsible for ordering and payment of all Collocation applicable services ordered by the CLEC and the third party(s). Each CLEC and third party will be responsible for ordering their own unbundled network elements from Verizon. Verizon will separately bill the CLEC and third party/parties for unbundled network elements ordered. The CLEC and third party(s) are Verizon's customers and have all the rights and obligations applicable hereunder to CLECs purchasing Collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the CLEC is reimbursed for all or any portion of such charges by the third party(s). All terms and conditions for caged Collocation as described in this Attachment will apply to subleased caged Collocation requirements.

- 1.1.4 Cageless. Cageless Collocation is a form of Collocation in which CLECs can place their equipment in Verizon premises. A cageless Collocation arrangement allows a CLEC, using Verizon approved vendors, to install equipment in single bay increments in an area

designated by Verizon. The equipment location will be designated by Verizon and will vary based on individual Verizon premise configurations. CLEC equipment will not share the same equipment bays with Verizon equipment.

- 1.1.5 Adjacent. An adjacent Collocation arrangement permits a CLEC to construct or procure a structure on Verizon property for Collocation for the purposes of interconnection and/or access to UNEs in accordance with the terms and conditions of this Agreement. Adjacent Collocation is only an option when the following conditions are met: (1) space is legitimately exhausted in Verizon's premise for caged and cageless Collocation; and (2) it is technically feasible to construct or procure a hut or similar structure on Verizon property that adheres to local building code, zoning requirements, and Verizon building standards. ***CLEC Acronym TXT*** is responsible for complying with all zoning requirements, any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. Verizon may, where required, participate in the zoning approval and permit acquisitions. ***CLEC Acronym TXT*** may not take any action in establishing an adjacent structure that will force Verizon to violate any zoning requirements or any federal, state, or local regulations, ordinances, or laws.

Any construction by ***CLEC Acronym TXT*** on Verizon property must comply with Verizon's technical specifications as they relate to environmental safety and grounding requirements. Verizon will make available power and physical Collocation services to ***CLEC Acronym TXT*** in the same non-discriminatory manner as it provides itself for its own remote equipment buildings (REBs).

- 1.1.6 Virtual. Under virtual Collocation, Verizon installs and maintains ***CLEC Acronym TXT*** provided equipment which is dedicated to the exclusive use of the ***CLEC Acronym TXT*** in a Collocation arrangement. Additional details on virtual Collocation are set forth in Section 1.9.
- 1.1.7 Microwave. Physical Collocation of microwave transmission facilities will be permitted on a first-come, first-served basis except where such Collocation is not practical for technical reasons or because of space limitations. Microwave Collocation provides for the interconnection of ***CLEC Acronym TXT*** or Verizon provided facilities, equipment and support structures located in, on or above the exterior walls and roof of Verizon premises. Additional details on microwave Collocation are set forth in Section 1.10.

1.2 Ordering.

1.2.1 Application.

- 1.2.1.1 Point of Contact. ***CLEC Acronym TXT*** must request Collocation arrangements through Verizon's designated point of contact. Completed applications for Collocation must be sent directly to Verizon's Collocation Project Manager at the following address: Collocation Project Manager, Verizon, 125 High Street, Room 1134, Boston, MA 02110; Facsimile: (617) 342-8515; E-Mail at:

collocation.applications@verizon.com. Additional information and requirements regarding Collocation may be obtained from Verizon's public website at www.verizon.com.

- 1.2.1.2 Application Form/Fee. ***CLEC Acronym TXT*** requesting Collocation at a Verizon premise will be required to complete the application form and submit the non-refundable engineering fee set forth in the Pricing Attachment, described in Section 1.5.1, for each Verizon premise at which Collocation is requested. The application form will require ***CLEC Acronym TXT*** to provide all engineering, floor space (where applicable), power, environmental and other requirements necessary for the function of the service. ***CLEC Acronym TXT*** will provide Verizon with specifications for any non-standard or special requirements at the time of application. Verizon reserves the right to assess the customer any additional charges on an individual case basis ("ICB") associated with complying with the requirements. Any such charges shall be noticed to ***CLEC Acronym TXT***.

Verizon will process Collocation requests from CLECs on a first-come, first-serve basis pursuant to Verizon's receipt of a completed application form and the non-refundable engineering fee.

- 1.2.2 Space Availability. Subject to forecasting requirements, Verizon will inform ***CLEC Acronym TXT*** whether space is available to accommodate ***CLEC Acronym TXT***'s request within eight (8) Business Days after receipt of a completed application. Verizon's response will be one of the following:

- 1.2.2.1 There is space and Verizon will proceed with the arrangement.
- 1.2.2.2 There is no space. Verizon will proceed as described in Section 1.4.1.
- 1.2.2.3 There is no readily available space, however, Verizon will determine whether space can be made available and will notify ***CLEC Acronym TXT*** within twenty (20) Business Days. At the end of this period, Verizon will proceed as described in 1.2.2.1 or 1.2.2.2 above.

- 1.2.3 Collocation Schedule. If space is available, Verizon will provide to ***CLEC Acronym TXT*** a Collocation schedule describing Verizon's ability to meet the physical Collocation request within eight (8) Business Days after receipt of a completed application. ***CLEC Acronym TXT*** shall have nine (9) Business Days from receipt of a Verizon provided Collocation schedule to pay 50% of the NRCs associated with the ordered Collocation services.

If the application is deficient, Verizon will specify in writing, within eight (8) Business Days, the information that must be provided by ***CLEC Acronym TXT*** in order to complete the application. If ***CLEC Acronym TXT*** resubmits a revised application curing any deficiencies in its original application within ten (10) calendar days after being informed of

them, ***CLEC Acronym TXT*** shall retain its position within the Collocation application queue.

1.2.4 [Intentionally Left Blank].

1.2.5 Augmentation. Any request for an addition, partial reduction, or a change to an existing Collocation arrangement that has been inspected and turned over to ***CLEC Acronym TXT*** shall be considered an augmentation request. An augmentation request will require the submission of a complete application form and a non-refundable engineering or minor augment fee. A minor augment fee may not be required under the circumstances outlined below. The definition of a major or minor augment is as follows:

1.2.5.1 Major augments of Collocation arrangements are those requests that: (a) require AC or DC power; (b) add equipment that generates more BTU's of heat, or (c) increase the floor space over what ***CLEC Acronym TXT*** requested in its original application. A complete application and engineering fee will be required when submitting a request that requires a major augment.

1.2.5.2 Minor augments of Collocation arrangements will require the submission of a complete application form and the minor augment fee. Minor augments are those requests that: (a) do not require additional DC and AC power, (b) do not add equipment that generates more BTU's of heat, (c) do not increase floor space, and (d) do not add transmission cables, over what ***CLEC Acronym TXT*** requested in its original application. The requirements of a minor augment request cannot exceed the capacity of the existing/proposed electrical, power or HVAC system. Requests for additional DS0, DS1, and DS3 facility terminations to access Verizon's unbundled network elements are included as minor augments, providing no additional transmission cables are required.

Minor augments that require an augment fee are those requests that require Verizon to perform a service or function on behalf of ***CLEC Acronym TXT*** including but not limited to: installation of virtual equipment cards or software upgrades, removal of virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables.

Minor augments that do not require a fee are those augments performed solely by ***CLEC Acronym TXT***, that do not require Verizon to provide a service or function on behalf of ***CLEC Acronym TXT***, including but not limited to, requests to install additional equipment in ***CLEC Acronym TXT*** Collocation space. Prior to the installation of the additional equipment, ***CLEC Acronym TXT*** agrees to provide Verizon an application form with an updated equipment listing that includes the new equipment to be installed in ***CLEC Acronym TXT***'s Collocation arrangement. Once the equipment list is

submitted to Verizon, ***CLEC Acronym TXT*** may proceed with the augment. ***CLEC Acronym TXT*** agrees that changes in equipment provided by ***CLEC Acronym TXT*** under this provision will not exceed the engineering specifications for power and HVAC as requested on original application. All augments will be subject to Verizon inspection, in accordance with term of this contract for the purpose of ensuring compliance with Verizon safety standards.

1.2.6 Expansion. Verizon will not be required to construct additional space to provide for ***CLEC Acronym TXT*** Collocation when available space has been exhausted. Where ***CLEC Acronym TXT*** seeks to expand its existing Collocation space, Verizon shall make contiguous space available to the extent possible; provided, however, Verizon does not guarantee contiguous space to ***CLEC Acronym TXT*** to expand its existing Collocation space. ***CLEC Acronym TXT*** requests for expansion of existing space within a specific Verizon premise will require the submission of an application form and the appropriate major augment fee.

1.2.7 Relocation. ***CLEC Acronym TXT*** requests for relocation of the termination equipment from one location to a different location within the same Verizon premise will be handled on an ICB basis. ***CLEC Acronym TXT*** will be responsible for all costs associated with the relocation of its equipment.

1.3 Installation and Operation.

1.3.1 Joint Planning and Implementation Levels for Physical Collocation. Verizon and ***CLEC Acronym TXT*** shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical (caged and cageless) Collocation arrangement implementation interval is seventy-six (76) Business Days for all standard arrangement requests which were properly forecast six (6) months prior to the application date, subject to the conditions set forth for forecasting and capacity. Major construction obstacles or special ***CLEC Acronym TXT*** requirements may extend the interval by fifteen (15) Business Days, resulting in a ninety-one (91)-Business Day interval.

1.3.1.1 The interval for Collocation augments which were properly forecast six months prior to the application date, subject to Section 1.3.1.4 as well as the conditions for forecasting and capacity, is forty-five (45) Business Days where the necessary infrastructure is installed and available for use. Such augments are limited to the following:

1.3.1.1.1 800 2 wire voice grade terminations, or

1.3.1.1.2 400 4 wire voice grade terminations, or

1.3.1.1.3 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office and where ***CLEC Acronym TXT*** is eligible for line sharing/line splitting, or

- 1.3.1.1.4 28 DS1 terminations, or
 - 1.3.1.1.5 24 DS3 terminations, or
 - 1.3.1.1.6 12 fiber terminations, or
 - 1.3.1.1.7 Conversion of 2 wire voice grade to 4 wire (minimum 100 – maximum 800), or
 - 1.3.1.1.8 2 feeds (1A and 1B) DC power fused at 60 amps or less, or
 - 1.3.1.1.9 DC Power as defined in 8 preceding, plus any one (1) additional item as defined in 1 through 7 preceding; or 2 of the following: a) 28 DS1 terminations; b) 3 DS3 terminations; or c) 12 fiber terminations. ***CLEC Acronym TXT*** must have 100% of all cables terminated to the existing cross connects for the one additional item selected and the in-service capacity of that selection must be at 85% utilization or above unless ***CLEC Acronym TXT*** can demonstrate to Verizon that: a) the previous two months trend in growth would exceed 100% of the available capacity by the end of the forty-five (45) Business Day augment interval; or b) other good cause or causes that ***CLEC Acronym TXT*** cross connect capacity may be exceeded by the end of the forty-five (45) Business Day augment interval.
- 1.3.1.2 For 2 wire to 4 wire voice grade conversions, all pairs must be spare and in consecutive 100 pair counts.
- 1.3.1.3 The following standard implementation milestones will apply, in Business Days, unless Verizon and ***CLEC Acronym TXT*** jointly decide otherwise:
- 1.3.1.3.1 Day 1—***CLEC Acronym TXT*** submits completed application and associated fee.
 - 1.3.1.3.2 Day 8—Verizon notifies ***CLEC Acronym TXT*** that request can be accommodated and advises of due date.
 - 1.3.1.3.3 Day 17—***CLEC Acronym TXT*** notifies Verizon of its intent to proceed and submits 50% payment.
 - 1.3.1.3.4 Day 30—Material ships and is received at vendor warehouse; ***CLEC Acronym TXT*** provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where ***CLEC Acronym TXT*** is eligible for line sharing/line splitting).
 - 1.3.1.3.5 Day 45—Augment (as defined herein) completes.

- 1.3.1.3.6 Day 76—Verizon and ***CLEC Acronym TXT*** attend Collocation acceptance meeting and Verizon turns over the Collocation arrangement to ***CLEC Acronym TXT***. Day 76 also applies to completion of other augments not defined herein.
- 1.3.1.4 The forty-five (45) Business Day interval is subject to the following requirements:
- 1.3.1.4.1 Infrastructure to support the requested augment must be in place (e.g., cable racking from common area to distributing frames, relay racks for splitter shelves, frame capacity for termination blocks, cable holes, fuse positions at existing Battery Distribution Fuse Boards (BDFBs).
- 1.3.1.4.2 The ***CLEC Acronym TXT*** must install sufficient equipment to support requested terminations/facilities.
- 1.3.1.4.3 In large central offices with complex cable runs (i.e., multiple floors), the Verizon may request to negotiate extensions to the forty-five (45) Business Day interval.
- 1.3.1.5 A preliminary schedule will be developed outlining major milestones. ***CLEC Acronym TXT*** and Verizon control various interim milestones they must complete in order to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone ***CLEC Acronym TXT*** misses (day for day). When Verizon becomes aware of the possibility of vendor delays, Verizon will first contact ***CLEC Acronym TXT*** to attempt to negotiate a new interval. If Verizon and ***CLEC Acronym TXT*** cannot agree, the dispute will be submitted to the Commission for prompt resolution. Verizon and ***CLEC Acronym TXT*** shall conduct additional joint planning meetings, as reasonably required, to ensure that all known issues are discussed and to address any that may impact the implementation process. Verizon will permit ***CLEC Acronym TXT*** to schedule one escorted visit to ***CLEC Acronym TXT***'s Collocation space during construction. The applicable labor rates in the Pricing Attachment will be applied for the escorted visit. In the case of extended intervals resulting from within Verizon's control or resulting from vendor delays, and provided the necessary security is in place, Verizon will permit ***CLEC Acronym TXT*** access to the Collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and ***CLEC Acronym TXT***'s work does not impair or interfere with Verizon in completing Verizon's work. Prior to ***CLEC Acronym TXT*** beginning the installation of its equipment, ***CLEC Acronym TXT*** must sign a conditional acceptance of the Collocation arrangement. If ***CLEC Acronym TXT*** elects to accept the space prior to the scheduled completion, occupancy fees shall commence

upon signing a conditional acceptance of the space by ***CLEC Acronym TXT***.

1.3.1.6 Intervals for non-standard arrangements, including adjacent Collocation, shall be mutually agreed upon by ***CLEC Acronym TXT*** and Verizon.

1.3.1.7 Verizon will inform the Commission as soon as it knows it will require raw space conversion to fulfill a request based on an application or forecast. Raw space conversion timeframes are negotiated on an individual case basis based on negotiations with the site preparation vendor(s). Verizon will use its best efforts to minimize the additional time required to condition Collocation space, and will inform ***CLEC Acronym TXT*** of the time estimates as soon as possible.

1.3.2 Forecasting and Use of Data.

1.3.2.1 Verizon will request forecasts from ***CLEC Acronym TXT*** on a semi-annual basis, with each forecast covering a two-year period. ***CLEC Acronym TXT*** will be required to update the near-term (6-month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, preference for virtual or physical (caged or cageless) Collocation, square footage required (physical), high-level list of equipment to be installed (virtual), and anticipated splitter arrangements where ***CLEC Acronym TXT*** is eligible for line sharing/line splitting. For augments, ***CLEC Acronym TXT*** may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.

If Verizon has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with ***CLEC Acronym TXT*** to determine the required space to be conditioned. If Verizon commits to condition space based on forecasts and if ***CLEC Acronym TXT*** is assigned space, ***CLEC Acronym TXT*** will give Verizon a non-refundable deposit equal to the application fee. Verizon will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites. Verizon will consider forecasts in staffing decisions. Verizon will enter into planning discussions with ***CLEC Acronym TXT*** to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

1.3.2.2 Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. Verizon will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond Verizon's capacity limits, Verizon will negotiate longer intervals as required (and within reason). In general, if forecasts are received less than two (2) months prior to

the product of a Force Majeure Event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or failure to perform.

1.3.6 Space Preparation.

- 1.3.6.1 Cage Construction. For caged Collocation, ***CLEC Acronym TXT*** may construct the cage with a standard enclosure if they are a Verizon approved contractor or ***CLEC Acronym TXT*** may subcontract this work to a Verizon approved contractor.
- 1.3.6.2 Site Selection/Power. Verizon shall designate the space within its premise where ***CLEC Acronym TXT*** shall collocate its equipment. Verizon will assign Collocation space to ***CLEC Acronym TXT*** in a just, reasonable, and nondiscriminatory manner. Verizon will allow ***CLEC Acronym TXT*** requesting caged or cageless Collocation to submit space preferences on the Application Form prior to assigning caged and cageless Collocation space to ***CLEC Acronym TXT***. Verizon will assign caged and cageless space in accordance with the following standards: (1) ***CLEC Acronym TXT***'s Collocation costs cannot be materially increased by the assignment; (2) ***CLEC Acronym TXT***'s occupation and use of Verizon's premises cannot be materially delayed by the assignment; (3) The assignment cannot impair the quality of service or impose other limitations on the service ***CLEC Acronym TXT*** wishes to offer; and (4) The assignment cannot reduce unreasonably the total space available for caged and cageless Collocation, or preclude unreasonably, caged and cageless Collocation within Verizon's premises.

Verizon may assign caged and cageless Collocation to space separate from space housing Verizon's equipment, provided that each of the following conditions is met: (1) Either legitimate security concerns, or operational constraints unrelated to Verizon's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (2) Any caged and cageless Collocation space assigned to an affiliate or subsidiary of Verizon is separated from space housing Verizon's equipment; (3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space; (4) The cost of the separated space to ***CLEC Acronym TXT*** will not be materially higher than the cost of non-separated space; and (5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.

Where applicable, Verizon shall provide, at the rates set forth in the Pricing Attachment described in Section 1.5.1, 48V DC power with generator and/or battery back-up, heat, air conditioning and other environmental support to ***CLEC Acronym TXT***'s equipment in the same standards and parameters required for Verizon equipment within that

Verizon premise. ***CLEC Acronym TXT*** may install AC convenience outlets and overhead lighting if ***CLEC Acronym TXT*** is a Verizon approved contractor, or this work may be subcontracted to a Verizon approved contractor.

- 1.3.6.3 DC Power. Verizon will provide DC power to the Collocation arrangement as specified by ***CLEC Acronym TXT*** in its Collocation application. The ***CLEC Acronym TXT*** will specify the load on each feed and the size of the fuse to be placed on each feed. ***CLEC Acronym TXT*** must order a minimum of ten (10) load amps for each caged, cageless, and virtual Collocation arrangement. ***CLEC Acronym TXT*** may order additional DC Power (beyond the minimum) in one (1) amp increments. Charges for DC power will be applied based on the total number of load amps ordered on each feed.

For example, if ***CLEC Acronym TXT*** orders a total of 40 load amps of DC power and an A and B feed, ***CLEC Acronym TXT*** could order 20 load amps on the A feed and 20 load amps on the B feed. Verizon will permit ***CLEC Acronym TXT*** to order a fuse size up to 2.5 times the load amps ordered provided that applicable law permits this practice. Thus, ***CLEC Acronym TXT*** could order that each feed be fused at 50 amps if ***CLEC Acronym TXT*** wants one feed to carry the entire load in the event the other feed fails. Accordingly, ***CLEC Acronym TXT*** will be charged on the basis of the total number of load amps ordered, i.e., 40 amps, and not based on the total number of amps available for the fuse size ordered.

- 1.3.6.4 ***CLEC Acronym TXT*** is responsible for engineering the power consumption in its Collocation arrangements and therefore must consider any special circumstances in determining the fused capacity of each feed. Verizon will engineer the power feeds to the Collocation arrangement in accordance with industry standards based upon requirements ordered by ***CLEC Acronym TXT*** in its Collocation application. Any subsequent orders to increase DC power load at a Collocation arrangement must be submitted on a Collocation application.
- 1.3.6.5 Verizon reserves the right to perform random inspections to verify the actual power load being drawn by a Collocation arrangement. At any time, without written notice, Verizon may measure the DC power drawn at an arrangement by monitoring Verizon's power distribution point. In those instances where Verizon needs access to the Collocation arrangement to make these measurements, Verizon will schedule a joint meeting with ***CLEC Acronym TXT***.
- 1.3.6.6 If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.

1.3.6.7 If the inspection reveals that the power being drawn exceeds the total number of load amps ordered but is within the applicable buffer zone, as defined in Section 1.3.6.7.2, that arrangement is subject to the following treatment:

1.3.6.7.1 Verizon will provide ***CLEC Acronym TXT*** with written notification, by certified US mail to the person designated by ***CLEC Acronym TXT*** to receive such notice, that more power is being drawn than was ordered. Within ten (10) Business Days of the date of receipt of notification, ***CLEC Acronym TXT*** must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. Verizon will accept a certification signed by a representative of ***CLEC Acronym TXT*** that power consumption has been reduced to match the ordered load. Failure to reduce the power being drawn or submit a revised application within ten (10) Business Days will result in an increase in the amount of power being billed to the audited load amount.

1.3.6.7.2 For a Collocation arrangement that has 100 amps or less fused, the buffer zone for the first two violations during a consecutive twelve (12) month period will be 120% of load, as long as the second violation is not for the same Collocation arrangement as the first. For any subsequent violations, or if the second violation is for the same Collocation arrangement, and for any violation where the Collocation arrangement has more than 100 amps fused, the buffer zone will be 110% of load.

1.3.6.8 If the first inspection reveals that the power being drawn is greater than the applicable buffer zone specified in 1.3.6.7.2, that arrangement is subject to the following treatment:

1.3.6.8.1 Verizon will notify the person designated by ***CLEC Acronym TXT*** to receive such notice via telephone or e-mail that Verizon will take a second measurement no sooner than one (1) hour and no later than two (2) days after the initial inspection. Verizon will not wait for ***CLEC Acronym TXT*** or require it to be present during the second inspection.

1.3.6.8.2 Additional Labor charges, as set forth in the Pricing Attachment, apply for the cost associated with performing this inspection.

1.3.6.8.3 ***CLEC Acronym TXT*** may perform its own inspection at ***CLEC Acronym TXT***'s cage. ***CLEC Acronym TXT*** is not required to wait